SECTION – II

PROJECT FEATURES AND SPECIAL CONDITIONS OF TENDER

2.01.00 BRIEF DESCRIPTION OF THE PROJECT :

Bangalore Electricity Supply Company Limited (BESCOM) has established Distribution Automation System for 11kV distribution network in Bengaluru city. Different models of Toshiba make 170HP VRF HVAC units are installed at DAS control centres BICC-1 HSR Layout and Toshiba make 148HP VRF HVAC units are installed BICC-2 Rajajinagar. These HVAC units that can perform at a high capacity which provides simultaneous heating and cooling. Failure of HVAC units will have consequential effects on DAS building workstations, battery room and CCR room. The key objective for engaging is to avoid failure of VRF HVAC units with routine scheduled maintenance works and in case of failure of VRF HVAC units the problems are rectified immediately. The success of the proposed initiative shall play a key role to control the ambient environment (temperature, Humidity, air flow and air filtering) in DAS data centers.

The capacity wise details are as below.

Sl.No	HP of HVAC Units at BICC-1HSR Layout	No. of units	Make/ Total HP
1	Model:MMY-MAP1604 T8P-16 HP Toshiba make VRF HVAC UNITS	8	Make: Toshiba Total HP=170 Total No's=14
2	Model:MMY-MAP1404 T8P-14 HP Toshiba make VRF HVAC UNITS	2	
3	Model:MMY-MAP1204 T8P-12 HP Toshiba make VRF HVAC UNITS	2	
4	Model:MMY-MAP1004 T8P-10 HP Toshiba make VRF HVAC UNITS	2	

Sl.No	HP of HVAC Units at BICC-2 Rajajinagar Layout	No. of units	Make/ Total HP
1	Model:MMY-MAP0804 T8P - 8 HP Toshiba make VRF HVAC UNITS	1	Make: Toshiba Total HP=148 Total No's=12No's
2	Model:MMY-MAP1004 T8P- 10 HP Toshiba make VRF HVAC UNITS	2	
3	Model:MMY-MAP1206 T8P - 12 HP Toshiba make VRF HVAC UNITS.	1	
	Model:MMY-MAP1204 T8P- 12 HP Toshiba make VRF HVAC UNITS.	5	
4	Model:MMY-MAP1604 T8P- 16 HP Toshiba make VRF HVAC UNITS	3	

2.01.01 The key objective for engaging is to avoid failure of VRF HVAC units with routine scheduled maintenance works and in case of failure of VRF HVAC units the problems are rectified immediately.

2.01.02 The success of the proposed initiative shall play a key role to control the ambient environment (temperature, Humidity, air flow and air filtering) in DAS data centers.

2.01.03 Failure of VRF HVAC units will have consequential effects on DAS building workstations, battery room and CCR room.

2.02.00 CLIMATIC CONDITIONS:

2.02.01 The following table furnishes the information regarding climatic conditions, humidity, etc., at Bangalore for information of the contractor. It shall be noted by the contractor that the equipment's shall be designed to withstand such rigorous climate.

a)	Minimum Temperature of air in shade	: 16 0C
b)	Maximum Temperature of air in shade	: 34 0C
c)	Maximum Relative humidity	: 97.9%
d)	Minimum Relative humidity	: 15.2%
e)	Av. No. of Thunder Storms days per annum	: 20days
f)	Av. No. of Days of dust storms per annum	: 4 days
g)	No. of Months of Tropical Monsoon per annum	: 4 months
h)	Av. No. of Rainy days per annum	: 108 days
i)	Av. Annual Rain fall	: 1696 mm
j)	Maximum wind speed in m/s	: 11
k)	Ambient temperature of cooling water	: 20 0C
l)	Ambient temperature of Air	: 25 0C
m)	Mean sea level	: 920 m

2.03.00 SEISMIC FORCES:

The equipment shall be designed to withstand seismic forces pertaining to acceleration of 0.15 g in horizontal and 0.07 g in vertical directions.

2.04.00 COMMUNICATION AND TRANSPORT:

2.04.01 For Communication office of The General Manager(DAS& SG),BESCOM Integrated Control Centre-01,Opp. BWSSB Water tank, Sector-2,24th main, 17th cross, HSR Layout Bangalore-560 102 .

The spares of VRF HVAC units/equipment's proposed under this order is to be delivered at

(a) The General Manager(DAS& SG), BESCOM Integrated Control Centre-01,Opp. BWSSB Water tank, Sector-2,24th main, 17th cross, HSR Layout Bangalore-560 102.

and

(b) BESCOM Integrated Control Centre-02, Behind ESI, Behind Rajajinagar Store, Rajajinagar, Bangalore-560 010.

2.05.00 QUANTITY:

The quantity of materials and work mentioned/indicated in tender may vary depending on the requirement at the time of placing of the work order

2.06.00 EARNEST MONEY DEPOSITS:

EARNEST MONEY DEPOSIT furnished by the tenderer, will be released to the successful tenderer after signing of the agreement and upon submission of security deposit towards performance guarantee. The EMD of unsuccessful tenderer shall be released after placements of work order and after entering into an agreement with the successful tenderer. The EMD shall not bear any interest.

The EMD of the tendered is liable to be forfeited if he withdraws his tender or fails to execute the work after acceptance of the tender or fails to remit the security deposit (OR) revises any of the terms quoted during the validity period (OR) if, any of the documents/ information furnished by the bidder/contractor is found to be false after submission of the tender.

2.07.00 AGREEMENT:

An agreement shall be entered into between the Contractor and the Purchaser for proper fulfillment of the contract. The agreement shall be executed by the contractor on Rs.200/- stamp paper along with the Terms and Conditions on Karnataka Government Stamp Paper, in the form prescribed by BESCOM, immediately after the order received. Two copies of contract agreement (One original and one xerox)duly signed on stamp paper and attested on all pages shall be furnished. Each copy of the agreement shall comprise of the agreement along with the commercial terms and conditions, technical specifications, price schedules and annexures of the detailed order.

2.08.00 TOOLS, TACKLES AND LABOURS:

Minor Tools, Tackles , lifting appliances, material handling equipment's, scaffolds, cradles, safety nets ,equipment's and labour' s required for the work has to be arranged by the contractor, the cost indicated in the Price, includes these expenses also, for which no additional payment will be made.

2.09.00 CONSIGNEE:

2.09.01 Comprehensive annual maintenance contract of total 170HP(14No's) BICC-1 ,HSR Layout and 148HP(12no'S)BICC-2 Rajajinagar, Toshiba make VRF HVAC units installed at Control centers ,Bengaluru, Karnataka work shall be carried under the supervision of Deputy General Manager -03 (Ele.,)DAS,

BESCOM and materials and supplies pertaining to this project shall be consigned to following address:

(a)The General Manager(DAS& SG),
BESCOM Integrated Control Centre-01,
Opp. BWSSB Water tank, Sector-2,
24th main, 17th cross, HSR Layout
Bangalore-560 102.

(b)BESCOM Integrated Control Centre-02,
Behind ESI, Behind Rajajinagar Store,
Rajajinagar
Bangalore-560 010.

2.10.00 QUANTITY:

The quantity of materials and work mentioned/indicated in tender may vary depending on the requirement at the time of placing of the work order.

2.11.00 WORK COMPLETION PERIOD:

Work of CAMC shall be for the period of one year.
In case of Faulty VRF HVAC units Repair/Rectification of HVAC units shall be carried out within 24 hours from the date of intimation.

2.12.00 Spares to be provided for maintaining continuity of work and GUARANTEE:

2.12.01 The successful service provider/contractor has to maintain ready stock of requisite spares in good condition throughout the comprehensive AMC period to facilitate immediate replacement of defective parts. The replaced parts shall be guaranteed for a period of 12 months from the date of replacement. Any part which proves defective either in design, materials and/or manufacture within the above guarantee period shall be replaced free of cost to the purchaser/BESCOM at control center/site.

2.13.00 ARBITRATION :

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre-Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

2.14.00 GENERAL TERMS:

i) Contractor shall make his own arrangements for Transport of personnel and materials. BESCOM will not provide any transportation for the Contractors personnel or for material transportation etc., The contractor shall make necessary arrangements for loading and unloading of equipment and materials at installation at control centers/ site.

ii) Power Supply required for installation activities will be provided by BESCOM at free of cost to the Contractor. However necessary arrangement to draw the same has to be done by the contractor.

iii) The work shall be carried out as per relevant specification with latest amendments for the work as well as materials. The materials supplied by the contractor shall be of approved make and of good quality. All the items shall be got approved by the Engineer in charge before starting the work.

iv) The materials supplied by the contractor shall remain the absolute property of the BESCOM and on no account shall be removed by him without written approval by the Engineer in charge.

v) The Engineer in charge of a work shall issue the completion certificate only after ensuring the work is complete in all respects as per specification.

vi) The officer competent to dispose of the tenders shall have right of rejecting any or all of the tenders without assigning any reason and will not be bound to accept the lowest tender

Vii) The work shall be carried out strictly as per approved specification and the materials shall be of approved make as per details in schedule. The quality of the material shall be approved by the General Manager (Ele.,),DAS,SG & TIC,BESCOM, Bengaluru.

vii) No representations for the revision of the already accepted tender rates or the tender conditions will be entertained till the work is completed in all respects as per the terms of the work order.

viii) TERMINATION OF CONTRACT:

The BESCOM may terminate the contract after giving seven days notice if any of the following occurs.

a. The Contractor (being an individual or a firm) commits any act of insolvency.
b. If the BESCOM certify in writing that in its opinion, the Contractor.
i. Has abandoned the contract or
ii. Has failed to commence the 'work' or has without any lawful excuse under these conditions suspend the progress of the 'works' for seven (7) days after receiving from the BESCOM written notice to proceed.
iii. Has failed to proceed with the works with due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
iv. Has failed to remove material from site or to pull down and replace works within seven (7) days after receiving from the BESCOM written notice that the said material or work were condemned and rejected by the BESCOM under these conditions or
v. Has neglected or failed persistently to observe and perform all or any of the act, matters or things by this contract to be observed and performed by the Contractor for seven (7) days after written notice have been given to the Contractor requiring the Contractor to observe and perform the same.

vi. Has to detriment of good workmanship or in defiance of the BESCOM's instruction to the contrary, contracted part of the contract.

c. The contractor has failed to perform any other obligation under contract. The contractor has failed to rectify/make good his failures within a period of 14 days.

d. Then in any of the said causes, the BESCOM may, notwithstanding any previous waiver after giving seven (7) days notice in writing to the Contractor determine the "contract" but without thereby affecting the obligation and liabilities of the Contractor; the whole of which shall continue to be in force as fully as if the 'contract' had not been so determined and as if the 'works' subsequently executed has been executed by or on behalf of the Contractor.

e. And further the BESCOM or its agents or its employees may enter upon and take possession of the works and all plants/VRFHVAC Units, tools, machinery, power source and other materials. Thereafter as convenient, the BESCOM shall give a notice in writing to the Contractor to remove his surplus material and plant and should the Contractor fail to do so within a period of fourteen (14) days after issue of such notice, the BESCOM shall dispose them by suitable realized. The BESCOM shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to by the Contractor, after considering the realized value of the said plant and materials so taken possession of by the BESCOM might have incurred in getting the 'works' so completed and the progress or any other payment which may be due but not paid to the Contractor. The amount so certified shall be paid by the BESCOM to the Contractor or by the Contractor to the BESCOM as the case may be and the Certificate of the BESCOM shall be final and conclusive.

f. On termination of the 'contract' for any cause, the Contractor shall see to the orderly suspension and termination of operation with due consideration to the interest of the BESCOM with respect to completion, safeguarding or storing of equipment produced for the performance of the 'contract' and the salvage and resale thereof.

ix) Description of items given in Price schedule shall be read along with tender notification, general condition of contract, general conditions relation to scope of work and all other terms and conditions of the tender documents.

x) Contractor shall quote his rates for all items in Price Schedule. The BESCOM reserves the right to operate any item included in Price Schedule at its discretion. Contractor shall have no claim whatsoever on grounds of loss of anticipated profit etc., on account of the same.

xi) Rate quoted by the contractor for shall be firm and valid even if the contract is split or if some items area deleted.

xii) Agencies/Contractors shall furnish their PAN No, and GST Registration certificates invariably in the application form for blank tender forms. Applications without PAN number and GST Registration/ independent PF registration certificate will be rejected.

xiii) Rates quoted in the price schedule should be final. Rebates if any, offered by the tenderer shall be provided at the end of price schedule only and the same should be

authenticated by the signature and seal of the tenderer or his authorized signatory. Offering rebate in any other form will not be considered

xiv) Income tax/GST and any other taxes as applicable as per GOK/GOI will be

recovered while making the payments.

2.15.00 INSPECTION AND TESTING :

2.15.01 The purchaser reserves the right for inspection of the equipment and witness the tests as applicable to assess the performance of the same with respect to the requirement of the relevant standards. All the necessary tests to verify the performance of the equipment shall be conducted at the contractor's works in presence of the inspector to be deputed by the Purchaser/BESCOM.

2.15.02 The commissioning tests at the premises of the purchaser shall include all those necessary to demonstrate the satisfactory and reliable operation of the equipment as called for in the specification to the full satisfaction of the purchaser.

2.16.00 PAYING AUTHORITY:

2.16.01 Payments in all respect will be effected by ***Assistant General Manager(F&C)DAS,BESCOM.*** All the statutory recoveries such as Income Tax/GST or any other taxes as applicable as per GOK/GOI rules and regulations will be recovered at source while making payment. Agency shall furnish the IT PAN Number, GST registration numbers, PF remittance details etc., along with the Bills/Invoices. The Contractor shall raise the bills in triplicate in favour of ***The General Manager(Ele.,)DAS,TIC & SG ,BESCOM*** and copy of the bills to:

The General Manager(DAS,TIC & SG),
BESCOM Integrated Control Centre-01,
Opp. BWSSB Water tank, Sector-2,
24th main, 17th cross, HSR Layout
Bangalore-560 102.

2.17.00 PAYMENT TERMS:

Payable in 4 (four) instalments at the end of each quarter, only after the scrutiny of the service reports (Preventive maintenance/Defective replacement works carried out during the each quarter) and on submission of bills. All the statutory recoveries such as Income Tax/ GST or any other taxes as applicable as per GOK/GOI rules and regulations will be recovered at source while making payment. Agency/contractor shall furnish the IT/PAN Number, GST registration numbers, PF remittance details etc along with the Bills/Invoices.

2.18.00 PERFORMANCE:

The performance of the equipment offered shall conform to relevant standard codes and other requirements as enclosed in this specification. In case of any deviation from the specification such deviation have to be got approved from the

purchaser/BESCOM in writing. In this regard the decision of the purchaser/BESCOM shall be final.

2.19.00 PENALTY:

The contractor shall be liable for a penalty at the rate of ½% per week for the delayed period not exceeding 10% of the value of the order will be levied if maintenance of VRF HVAC units not carried out within 24 hours from the date of intimation.

2.20.00 PRICES:

2.20.01 The price quoted shall be firm and on FOR destination basis to The General Manager(Ele.,), BESCOM Integrated Control Centre-01, Opp. BWSSB Water tank, Sector-2,24th main, 17th cross, HSR Layout ,Bengaluru-560102 and BESCOM Integrated Control Centre-02, Behind ESI, Behind Rajajinagar Store,Rajajinagar,Bengaluru-560010, shall include all taxes, duties, packing, forwarding, freight, loading, unloading and insurance charges etc. All the statutory recoveries such as Income Tax/GST or any other taxes as applicable as per GOK/GOI rules and regulations will be recovered at source while making payment.

2.20.02 No price variation clause will be entertained and the prices shall be FIRM throughout the period of contract and extensions, if any. The price per unit as per approved billing break-up shall be valid even if the quantities are varied upwards or downwards to suit the final designs.

2.21.00 CONDITIONS FOR MAINTENNCE/DEFFECTIVE REPLACEMENT ACTIVITIES:

2.21.01 These conditions shall supplement the conditions already contained in the other sections of the tender specifications and documents and shall be applicable for maintenance/defective replacement activities to be performed at control centers/site.

2.21.02 The Contractor upon signing of the Contract shall nominate who shall have full technical capability and complete administrative and financial powers to expeditiously and efficiently execute the work under this ‘‘Contract”.

2.21.03 The Contractor shall proceed with the work to be performed under this contract and each and every part and detail thereof, in the best and most workmanlike manner by engaging qualified, careful and efficient workers and do the several parts thereof, at such time and in such order as the BESCOM may direct and finish such work in strict conformity with the plans, drawings and/or specifications and any changes, modifications or amplifications thereof made by the BESCOM.

2.21.04 The Contractor shall not sell, assign, mortgage, hypothecate or remove equipment or materials which have been installed or which may be necessary for the completion of the Contract without the written consent of the BESCOM.

2.22.00 REGULATION OF LOCAL AUTHORITIES AND STATUTES :

2.22.01 The Contractor shall ensure compliance with all statutes, laws, rules and regulations of the Central or State Government or any other authority such as the Workmen's Compensation Act 1923, Payment of Wages Act, Minimum Wages Act 1948, Employees State Insurance Act, Employees Provident Fund Act, Child labour Act etc. and any or all statutory modifications thereof in connection with employees engaged by him in the work.

2.22.02 The Contractor shall conform to the provisions of Karnataka Factory Laws, Indian Electricity Act and rules made there under and any other acts of legislature relating to the work and to the regulations and bye-laws of any authority.

2.22.03 The Contractor shall arrange to give all notices required by the said Acts, Regulations or Bye-laws to be given to any Authority or to any Public Officer and pay all fees that may be properly chargeable in respect of the works and lodge the receipts with BESCOM unless otherwise specified elsewhere in the Specification for obtaining all permits and licenses required thereupon is the responsibility of the Contractor.

2.22.04 All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor, the additional fees for such inspection and/or registration shall be borne by the Contractor.

2.23.00 BESCOM's LIEN ON EQUIPMENT:

The BESCOM shall have lien on all equipments including those of the Contractor brought to the 'control centers/Site". The BESCOM shall continue to hold the lien on all such equipments throughout the period of contract. No material brought to the control center/site by the Contractor shall be taken out of the site/control centers without the prior written approval of the BESCOM.

2.24.00 INSPECTION, TESTING AND INSPECTION CERTIFICATES:

2.24.01 The BESCOM shall have the right to re-inspect any spare parts though previously inspected and approved by him, at the Contractors works, before and after the same are installed at control centers/site. If by the above inspection, the BESCOM rejects any spare parts, the contractor shall make good for such rejections either by replacement or modifications/ repairs as may be necessary, to the satisfaction of the BESCOM. Such replacements will also include the replacement or re-execution of such of those works of other Contractors and /or agencies, which might have got damaged or affected by the replacements or re-work done to the contracts work.

2.24.02 Any work, which proves faulty, shall be corrected by the Contractor without delay. The fact that the BESCOM or its representatives have not pointed out faulty work or work which is not in accordance with plans and specifications shall not relieve the Contractor from correcting such work as directed by the BESCOM without additional compensation.

2.24.03 When finished work is taken down for the purpose of inspection, the Contractor shall bear all the expenses incident thereto in the event that said work is found to be defective. The BESCOM shall pay the cost incident thereto in the event that the work inspected is found to be in accordance with the specification. In the latter case, the replacing of the covering or the making good of any of the parts removed shall be paid for by the BESCOM at the contracted prices for the class of work done and the uncovering or taking out of materials of parts shall be paid for on the basis of actual direct cost of materials, layout and incidental expense, plus reasonable rental prices for transportation of equipment, except that no percentage for the Contractor's fees shall be added to actual direct cost of material, labour and incidental expenses. However, no extension of time shall be given for completion of work on this account. If the contractor fails to repair any defective work or replace the defective materials after reasonable notice, the BESCOM may cause such defective work to be repaired or defective material to be replaced and the expenses thereof shall be deducted from the amount to be paid to the Contractor.

2.24.04 The BESCOM, its representatives and employees shall, at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are being prepared or constructed for the Contract and also to any place where the materials are lying or from where they are being obtained and the Contractor shall give every facility to the BESCOM and its representatives for inspection and examination and test of the materials and workmanship even to the extent of discontinuing portions of the work temporarily, or of uncovering or taking down portions of finished work.

2.25.00 DISCIPLINE OF WORKMEN :

The Contractor shall adhere to the disciplinary procedure set by the BESCOM in respect of his employees and the workmen at control centers/site. The BESCOM shall be at liberty to object to the presence of any representative or employee of the Contractor at the control centers/site if in the opinion of the BESCOM, such employee has mis-conducted himself or be incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement at his own expenses.

2.26.00 PROTECTION OF WORK :

2.26.01 The Contractor shall have total responsibility for protecting his works till it is finally accepted by the BESCOM. No claim will be entertained by the BESCOM for any damage or loss to the Contractor's works and the Contractor shall be

responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the Contractors works occur because of other party not under his supervision or control, the Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the Contractors Works, the same shall be resolved as per the provisions of the above entitled "Co-operation with other Contractors". The Contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The Contractor shall process to repair the work immediately and no cause there of will be assigned pending resolution of such disputes.

2.26.02 During maintenance of the HVAC units, the BESCOM will continue to operate the existing HVAC units and equipment in and around the vicinity of the control centers. The Contractor shall protect all existing HVAC units, structures, piping, conduits, equipments and facilities against damage during his operations.

2.26.03 The Contractor shall perform his work in a manner that in no way endangers the operation of the existing electric and other systems & plants of the BESCOM which will have inter connection with the plant under renovation works of which the Contractor is engaged. In all cases where connections to existing plant and equipment occur, such connections shall be made only with specific and advance instructions and authorization issued by the BESCOM.

2.26.04 The Contractor shall be responsible during work for protection of the work, which has been completed by OTHERS. Necessary care shall be taken to see that no damage to the same is caused by his own men during the course of execution of their work.

2.26.05 All other works completed or in progress as well as machinery and equipment, which are liable, to be damaged by the Contractor's work shall be protected by the Contractor and such protection shall remain and be maintained until its removal is directed by the BESCOM.

2.26.06 The Contractor shall effectively protect all the works from action of weather and from damages or defacement and shall cover finished parts where required for their thorough protection. Face work shall be perfectly clean and free from defects.

2.26.07 The work shall be carried out into completion without damage to any work and property adjacent to the area of his work, to whomsoever it may belong, without interference with the operation of their existing machines or equipment.

2.27.00 EMPLOYMENT OF LABOUR :

2.27.01 The Contractor will be expected to employ on the work only his regular skilled employees with experience of this particular work. No female labour shall be employed after darkness. No person below the age of eighteen years (18) shall be employed.

2.27.02 The Contractor shall furnish details of the qualifications and experience of his senior supervisors and engineers assigned to the work, including their experience in supervising erection/replacement equipment's of comparable capacity.

2.27.03 All travelling expenses including provisions of all necessary transport to and from control centers/ site, lodging allowances and other payments to the Contractors employees shall be the sole responsibility of the Contractor.

2.27.04 The hours of work on the control centers/site shall be decided by the BESCOM and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day - Monday to Saturday.(Control centers works 24*7)

2.27.05 The Contractors employees shall wear identification badges while on work at "Control centers/Site".

2.27.06 In case the BESCOM becomes liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen's compensation Act or any other laws and due to act of omission of the Contractor, the BESCOM, shall not make such payments.

2.27.07 None of the Contractor's superintendents, supervisors, engineers or labour may be withdrawn from the work without due notice being given to the BESCOM. Further, no such withdrawal shall be made if, in the opinion of the BESCOM, It will jeopardize the required pace of progress and/ or the successful completion of the work.

2.27.08 In connection with the performance of work under this Contract, the Contractor shall agree not to discriminate because of race, religion, colour or national origin. It is also expected that the Contractor in his selection of personnel will give due regard to their ability to cooperate with the BESCOM and the manufacturer's supervisors relating to the work and co-ordination thereof are to be carefully and courteously considered.

2.28.00 FACILITIES TO BE PROVIDED BY THE CONTRACTOR :

2.28.01 Tools, Tackles, lifting appliances, material handling equipment's scaffolds, cradles, safety nets ,equipment's and other required test equipments required if any shall be arranged by the Contractor shall provide at his own expense. This includes installation tools, tackles, cables, appliances and materials required for installation, testing and commissioning that may be required to accomplish the work under the Contract. These tools and tackles etc., shall not be removed from the control centers/site without the written permission of the BESCOM.

2.28.02 The Contractor shall not dispose of, transport or withdraw any tools, tackles, equipment and material provided by him for the Contract without taking prior written approval from the BESCOM and the BESCOM at all times, shall have right to refuse permission for disposal, transport or withdrawal of tools, tackles,

equipment and material, if in his opinion, the same will adversely affect the efficient and expeditious, completion of the 'Project'.

2.29.00 SECURITY :

The Contractor shall have total responsibility for all equipment and materials in his custody stored, loose, semi-assembled and / or erected/installation by him at site/control centers. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project site only with the written permission of the BESCOM in the prescribed manner.

2.30.00 INSURANCE :

2.30.01 In addition to the conditions covered under the entitled 'Insurance' in 'General Conditions of Contract', the following provisions will apply to the portion of the works to be done beyond the Contractors own manufacturing works. Workmen's Compensation Insurance, Comprehensive Automobile Insurance and Comprehensive General Liability Insurance shall be the responsibility of the Contractor.

2.30.02 **WORKMEN'S COMPENSATION INSURANCE:**

This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act-1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his employees, which for any reason are not covered under the Workmen's Compensation Act-1948. The liabilities shall not be less than:

Workmen's Compensation - As per statutory provisions
Employee's Liability - As per statutory provisions.

2.30.03 **COMPREHENSIVE AUTOMOBILE INSURANCE:**

This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the clause entitled 'Defense of Suits' under 'General Conditions of Contract'.

2.30.04 The hazards to be covered will pertain to all the works which and areas where, the Contractor, his agents and his employees have to perform work pursuant to the Contract.

2.30.05 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

2.31.00 UNFAVOURABLE WORKING CONDITIONS :

The Contractor shall confine all his field operations to those works, which can be performed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storm, etc., and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions, which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such works and with the concurrence of the BESCOM. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per schedule.

2.32.00 WORK AND SAFETY REGULATIONS :

2.32.01 The Contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or to others working at Control centers/Site.

2.32.02 The Contractor shall be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the BESCOM, as he may deem necessary.

2.33.00 ELECTRICITY SAFETY REGULATIONS :

2.33.01 In no circumstance the Contractor shall interfere with fuses and electrical equipment belonging to the BESCOM or other Contractors.

2.33.02 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or BESCOM, he shall

a) Satisfy the BESCOM that the appliance is in good working condition.
b) Inform the BESCOM of the maximum current rating, voltage and phase of the appliances
c) Obtain permission of the BESCOM detailing the sockets to which the appliances may be connected.

2.33.03 The BESCOM will not grant permission to plug-in, until he is satisfied that
a) The appliance is in good condition and is fitted with a suitable plug.
b) The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

2.33.04 No electric cable in use by the BESCOM will be disturbed without prior permission. No weight of any description will be imposed on any such cable and no ladder or similar equipment will rest against or be attached to it.

2.33.05 No work shall be carried out on any live equipment. The equipment must be made safe by the BESCOM and a permit-to-work issued before any work is carried out.

2.33.06 The Contractor shall employ the necessary number of qualified full-time electricians to maintain his temporary electrical installation.

2.33.07 All Contractor's personnel should be provided with safety gadgets, such as helmets, safety shoes etc., The workmen/personnel working at elevated area shall use safety belt/ropes etc., Welders should be provided with Safety glasses, during the course of work.

2.34.00 BESCOM`S INSTRUCTIONS :

The BESCOM may, in his absolute discretion from time to time, issue further drawings and/or written instruction, details, directions and explanations which are collectively referred to as BESCOM's INSTRUCTIONS in regard to:

a. Any additional drawings and explanations to exhibit or illustrate detail
b. The variation or modification of the design, quality or quantity of work or the additions or omissions or substitution of any work
c. Any discrepancy in the drawings or between the Schedule of quantities and or Specification
d. The removal from the Site of any materials brought thereon by the Contractor and the substitution of any other materials thereof.
e. The dismissal from the work of any person employed thereupon.
f. The opening up for inspection of any work covered up.
g. The amending and making good of any defects.

2.35.00 RIGHTS OF THE BESCOM :

2.35.01 Right to Illustrate and Explain plans.

a) The various parts of the Contract are intended to be complementary to each other but should any discrepancy appear or any misunderstanding arise as to the impart of anything contained therein, the explanation of the BESCOM shall be final and binding.

b) The correction of any errors or omissions of the Drawings and Specifications may be made by the BESCOM, when such correction is necessary to bring out clearly the intention which is indicated by the reasonable interpretation of the Drawings and Specifications as a whole.

c) Whenever in the Specifications or on the Drawings which are a part of the Contract or which may be furnished to the Contractor for directing this work, the terms and descriptions of various qualities of workmanship, material, processes, plant or other features of the Contract are described in general terms, the meaning or fulfillment of which must depend upon individual judgment, then in all such cases the question of fulfillment of such specifications or requirements shall be decided by the BESCOM and said material shall be furnished, said work shall be done, and said structure, process, plant or feature shall be constructed, furnished or carried on in full and complete in accordance with its interpretation of the same and to its full satisfaction and approval, provided such

interpretation is not in direct conflict with the Drawings and Specifications and generally accepted good practice.

d) Details shown either on the Drawings or in the Specifications shall be done and furnished as if shown in both except where expressly excepted either in the Specifications or on the Drawings. Figured dimensions shall in all cases be taken in preference to scale measurements, and detailed drawings consistent with general drawings in preference to the general drawings of the same part of the work.

2.35.02 **RIGHT TO DIRECT TO WORK.**

a) The BESCOM shall have the right to direct the manner in which all works under this Contract shall be conducted, in so far as it may be necessary to secure the safe and proper progress and the specified quality of the work, and all work shall be done and all materials shall be furnished to the satisfaction and approval of the BESCOM.

b) Whenever, in the opinion of the BESCOM, the Contractor has made marked departures from the schedule of completion laid down in the Contract or when untoward circumstances force a departure from the said schedule, the BESCOM, in order to assure the compliance with the schedule and the provisions of the Contract shall direct the order, pace and method of conducting the work, which shall be adhered to strictly by the Contractor.

c) If, in the judgment of the BESCOM, it becomes necessary at any time to accelerate the overall plant erection/installation work, the Contractor, when ordered and directed by the BESCOM shall cease work at any particular point and transfer his men to such other point or points, and execute such portion of his work, as may be required, to enable others to hasten and properly engage and carry on their work, all as directed by the BESCOM.

d) Night work will be permitted only with prior approval of the BESCOM. The BESCOM may also direct the Contractor to operate extra shifts over and above normal day shift to ensure completion of Contract on Schedule if, in his opinion, such work is required.

2.35.03 **RIGHT TO ORDER MODIFICATIONS OF METHODS AND EQUIPMENT:**

If at any time, the Contractors methods, materials or equipment appear to the BESCOM to be unsafe, inefficient or inadequate for securing the safety of the workmen or the public, the quality of work or the rate of progress required, he may order the Contractor to ensure their safety, and increase their efficiency and adequacy, and the Contractor shall promptly comply with such orders.

2.36.00 BUIDLING AND OTHER CONSTRUCTION WORKS WELFARE CESS ACT. 1996:

It is obligatory on the part of the BESCOM to deduct 1% of the amount of the cost approved as per the Tender notification from the bills of the contactors at the time of making payment by the BESCOM to the contractor and the amount so deducted would be remitted to the Welfare Board, from the contractor bill wherever applicable – in accordance with the Building and other construction workers Welfare Cess Act 1996.

2.37.00 DISPUTES :

Any suit or proceedings arising out of this contract shall be instituted in Law Courts at Bengaluru, Karnataka only.

2.38.00 VALIDITY OF TENDER:

The tender shall be valid for a period of 6 months from the date of technical bid opening. The validity of the bid may be extended upon request of BESCOM and concurrence of bidder/contractor.

Sd/-
General Manager (Ele.,)
DAS,SG & TIC Section, BESCOM.